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8 Attorneys for Plaintiff  
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 JEFFREY BAIDA,

16 Defendant.

No. CR 23-000230-SVW

PLEA AGREEMENT FOR DEFENDANT  
JEFFREY BAIDA

17  
18 1. This constitutes the plea agreement between JEFFREY BAIDA  
19 ("defendant") and the United States Attorney's Office for the Central  
20 District of California (the "USAO") in the above-captioned case.  
21 This agreement is limited to the USAO and cannot bind any other  
22 federal, state, local, or foreign prosecuting, enforcement,  
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and  
27 provided by the Court, appear and plead guilty to Count two of the  
28 indictment in United States v. Jeffrey Baida, CR No. 23-000230-SVW,

*LMB*  
10/17/2023

1 which charges defendant with threatening a person assisting federal  
2 officers and employees, in violation of 18 U.S.C. § 115(a)(1)(B).

3 b. Not contest facts agreed to in this agreement.

4 c. Abide by all agreements regarding sentencing contained  
5 in this agreement.

6 d. Appear for all court appearances, surrender as ordered  
7 for service of sentence, obey all conditions of any bond, and obey  
8 any other ongoing court order in this matter.

9 e. Not commit any crime; however, offenses that would be  
10 excluded for sentencing purposes under United States Sentencing  
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
12 within the scope of this agreement.

13 f. Be truthful at all times with the United States  
14 Probation and Pretrial Services Office and the Court.

15 g. Pay the applicable special assessment at or before the  
16 time of sentencing unless defendant has demonstrated a lack of  
17 ability to pay such assessments.

18 THE USAO'S OBLIGATIONS

19 3. The USAO agrees to:

20 a. Not contest facts agreed to in this agreement.

21 b. Abide by all agreements regarding sentencing contained  
22 in this agreement.

23 c. At the time of sentencing, move to dismiss the  
24 remaining count of the indictment as against defendant. Defendant  
25 agrees, however, that at the time of sentencing the Court may  
26 consider any dismissed charges in determining the applicable  
27 Sentencing Guidelines range, the propriety and extent of any  
28 departure from that range, and the sentence to be imposed.

1           d. At the time of sentencing, provided that defendant  
2 demonstrates an acceptance of responsibility for the offense up to  
3 and including the time of sentencing, recommend a two-level reduction  
4 in the applicable Sentencing Guidelines offense level, pursuant to  
5 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
6 additional one-level reduction if available under that section.

7           e. Recommend that defendant be sentenced to a term of  
8 imprisonment no higher than the low end of the applicable Sentencing  
9 Guidelines range, provided that the offense level used by the Court  
10 to determine that range is 19 or higher and provided that the Court  
11 does not depart downward in offense level or criminal history  
12 category. For purposes of this agreement, the low end of the  
13 Sentencing Guidelines range is that defined by the Sentencing Table  
14 in U.S.S.G. Chapter 5, Part A.

15                                   NATURE OF THE OFFENSE

16           4. Defendant understands that for defendant to be guilty of  
17 the crime charged in count two, that is, threatening a person  
18 assisting federal officers and employees, in violation of Title 18,  
19 United States Code, Section 115(a)(1)(B), the following must be true:  
20 (1) defendant threatened to murder a federal officer or person  
21 assisting such an officer or employee, and (2) the defendant did so  
22 with the intent to retaliate against that officer or person assisting  
23 such an officer or employee on account of the performance of their  
24 official duties.

25                                   PENALTIES

26           5. Defendant understands that the statutory maximum sentence  
27 that the Court can impose for a violation of Title 18, United States  
28 Code, Section 115(a)(1)(B), is: 10 years imprisonment; a 3-year

1 period of supervised release; a fine of \$250,000 or twice the gross  
2 gain or gross loss resulting from the offense, whichever is greatest;  
3 and a mandatory special assessment of \$100.

4 6. Defendant understands that supervised release is a period  
5 of time following imprisonment during which defendant will be subject  
6 to various restrictions and requirements. Defendant understands that  
7 if defendant violates one or more of the conditions of any supervised  
8 release imposed, defendant may be returned to prison for all or part  
9 of the term of supervised release authorized by statute for the  
10 offense that resulted in the term of supervised release, which could  
11 result in defendant serving a total term of imprisonment greater than  
12 the statutory maximum stated above.

13 7. Defendant understands that, by pleading guilty, defendant  
14 may be giving up valuable government benefits and valuable civic  
15 rights, such as the right to vote, the right to possess a firearm,  
16 the right to hold office, and the right to serve on a jury. Defendant  
17 understands that he is pleading guilty to a felony and that it is a  
18 federal crime for a convicted felon to possess a firearm or  
19 ammunition. Defendant understands that the conviction in this case  
20 may also subject defendant to various other collateral consequences,  
21 including but not limited to revocation of probation, parole, or  
22 supervised release in another case and suspension or revocation of a  
23 professional license. Defendant understands that unanticipated  
24 collateral consequences will not serve as grounds to withdraw  
25 defendant's guilty plea.

26 8. Defendant and his counsel have discussed the fact that, and  
27 defendant understands that, if defendant is not a United States  
28 citizen, the conviction in this case makes it practically inevitable

1 and a virtual certainty that defendant will be removed or deported  
2 from the United States. Defendant may also be denied United States  
3 citizenship and admission to the United States in the future.  
4 Defendant understands that while there may be arguments that  
5 defendant can raise in immigration proceedings to avoid or delay  
6 removal, removal is presumptively mandatory and a virtual certainty  
7 in this case. Defendant further understands that removal and  
8 immigration consequences are the subject of a separate proceeding and  
9 that no one, including his attorney or the Court, can predict to an  
10 absolute certainty the effect of his conviction on his immigration  
11 status. Defendant nevertheless affirms that he wants to plead guilty  
12 regardless of any immigration consequences that his plea may entail,  
13 even if the consequence is automatic removal from the United States.

14 FACTUAL BASIS

15 9. Defendant admits that defendant is, in fact, guilty of the  
16 offense to which defendant is agreeing to plead guilty. Defendant  
17 and the USAO agree to the statement of facts provided below and agree  
18 that this statement of facts is sufficient to support a plea of  
19 guilty to the charge described in this agreement and to establish the  
20 Sentencing Guidelines factors set forth in paragraph 11 below but is  
21 not meant to be a complete recitation of all facts relevant to the  
22 underlying criminal conduct or all facts known to either party that  
23 relate to that conduct.

24 Victims T.C. and E.M. are contracted security guards for the  
25 Federal Protective Service ("FPS"). In the morning of April 26,  
26 2023, T.C. and E.M. were assisting officers and employees of the  
27 United States in the performance of their official duties and  
28 maintaining the safety and security of the Social Security Office

1 located at 14500 Roscoe Boulevard, Panorama City, in Los Angeles  
2 County, within the Central District of California.

3 On that day, defendant arrived at the Panorama City Social  
4 Security Office carrying a backpack and entered the check-in line.  
5 Following an altercation, defendant threatened to murder E.M. and  
6 T.C. with intent to retaliate against them for the performance of  
7 their duties to maintain order and security in the Social Security  
8 Office.

9 As the dispute progressed, E.M. and T.C. pepper sprayed the  
10 defendant. After being pepper sprayed, defendant ran toward the exit  
11 and pulled the fire alarm, causing the building to be evacuated and  
12 forcing the Social Security Office to close, resulting in a  
13 substantial disruption to government services.

14 Shortly after 12 pm the same day, defendant returned to the  
15 Social Security Office carrying a shovel handle from which the shovel  
16 head had been removed. Defendant pointed the shovel handle at T.C.  
17 and E.M. while making another threat on their lives, and defendant  
18 left the facility once T.C. unholstered his firearm. Defendant  
19 threatened to murder T.C. and E.M. with intent to retaliate against  
20 them for the performance of their duties to maintain order and  
21 security in the Social Security Office, and his conduct in bringing a  
22 weapon to the Social Security Office evidenced his intent to carry  
23 out that threat.

#### 24 SENTENCING FACTORS

25 10. Defendant understands that in determining defendant's  
26 sentence the Court is required to calculate the applicable Sentencing  
27 Guidelines range and to consider that range, possible departures  
28 under the Sentencing Guidelines, and the other sentencing factors set

1 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
 2 Sentencing Guidelines are advisory only, that defendant cannot have  
 3 any expectation of receiving a sentence within the calculated  
 4 Sentencing Guidelines range, and that after considering the  
 5 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
 6 be free to exercise its discretion to impose any sentence it finds  
 7 appropriate up to the maximum set by statute for the crime of  
 8 conviction.

9 11. Defendant and the USAO agree to the following applicable  
 10 Sentencing Guidelines factors:

11	Base Offense Level:	12	U.S.S.G. § 2A6.1(a) (1)
12	Conduct evidencing intent to		
13	carry out threat	+6	U.S.S.G. § 2A6.1(b) (1)
14	Substantial disruption to	+4	U.S.S.G. § 2A6.1(b) (4)_
15	government services		

16 Defendant and the USAO reserve the right to argue that additional  
 17 specific offense characteristics, adjustments, and departures under  
 18 the Sentencing Guidelines are appropriate. Defendant understands  
 19 that defendant's offense level could be increased if defendant is a  
 20 career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's  
 21 offense level is so altered, defendant and the USAO will not be bound  
 22 by the agreement to Sentencing Guideline factors set forth above.

23 12. Defendant understands that there is no agreement as to  
 24 defendant's criminal history or criminal history category.

25 13. Defendant and the USAO reserve the right to argue for a  
 26 sentence outside the sentencing range established by the Sentencing  
 27 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a) (1),  
 28 (a) (2), (a) (3), (a) (6), and (a) (7).

1                                    WAIVER OF CONSTITUTIONAL RIGHTS

2            14. Defendant understands that by pleading guilty, defendant  
3 gives up the following rights:

4                    a. The right to persist in a plea of not guilty.

5                    b. The right to a speedy and public trial by jury.

6                    c. The right to be represented by counsel -- and if  
7 necessary have the Court appoint counsel -- at trial. Defendant  
8 understands, however, that, defendant retains the right to be  
9 represented by counsel -- and if necessary have the Court appoint  
10 counsel -- at every other stage of the proceeding.

11                   d. The right to be presumed innocent and to have the  
12 burden of proof placed on the government to prove defendant guilty  
13 beyond a reasonable doubt.

14                   e. The right to confront and cross-examine witnesses  
15 against defendant.

16                   f. The right to testify and to present evidence in  
17 opposition to the charges, including the right to compel the  
18 attendance of witnesses to testify.

19                   g. The right not to be compelled to testify, and, if  
20 defendant chose not to testify or present evidence, to have that  
21 choice not be used against defendant.

22                   h. Any and all rights to pursue any affirmative defenses,  
23 Fourth Amendment or Fifth Amendment claims, and other pretrial  
24 motions that have been filed or could be filed.

25                                    WAIVER OF APPEAL OF CONVICTION

26            15. Defendant understands that, with the exception of an appeal  
27 based on a claim that defendant's guilty plea was involuntary, by  
28 pleading guilty defendant is waiving and giving up any right to



1 appeal defendant's conviction on the offense to which defendant is  
2 pleading guilty. Defendant understands that this waiver includes,  
3 but is not limited to, arguments that the statute to which defendant  
4 is pleading guilty is unconstitutional, and any and all claims that  
5 the statement of facts provided herein is insufficient to support  
6 defendant's plea of guilty.

7 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

8 16. Defendant agrees that, provided the Court imposes a total  
9 term of imprisonment on all counts of conviction of no more than 57  
10 months, defendant gives up the right to appeal all of the following:  
11 (a) the procedures and calculations used to determine and impose any  
12 portion of the sentence; (b) the term of imprisonment imposed by the  
13 Court; (c) the fine imposed by the Court, provided it is within the  
14 statutory maximum; (d) to the extent permitted by law, the  
15 constitutionality or legality of defendant's sentence, provided it is  
16 within the statutory maximum; (e) the term of probation or supervised  
17 release imposed by the Court, provided it is within the statutory  
18 maximum; and (f) any of the following conditions of probation or  
19 supervised release imposed by the Court: the conditions set forth in  
20 Second Amended General Order 20-04 of this Court; the drug testing  
21 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
22 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

23 17. The USAO agrees that, provided (a) all portions of the  
24 sentence are at or below the statutory maximum specified above and  
25 (b) the Court imposes a term of imprisonment of no less than 46  
26 months, the USAO gives up its right to appeal any portion of the  
27 sentence.

1                                    RESULT OF WITHDRAWAL OF GUILTY PLEA

2            18. Defendant agrees that if, after entering a guilty plea  
3 pursuant to this agreement, defendant seeks to withdraw and succeeds  
4 in withdrawing defendant's guilty plea on any basis other than a  
5 claim and finding that entry into this plea agreement was  
6 involuntary, then (a) the USAO will be relieved of all of its  
7 obligations under this agreement; and (b) should the USAO choose to  
8 pursue any charge that was either dismissed or not filed as a result  
9 of this agreement, then (i) any applicable statute of limitations  
10 will be tolled between the date of defendant's signing of this  
11 agreement and the filing commencing any such action; and  
12 (ii) defendant waives and gives up all defenses based on the statute  
13 of limitations, any claim of pre-indictment delay, or any speedy  
14 trial claim with respect to any such action, except to the extent  
15 that such defenses existed as of the date of defendant's signing this  
16 agreement.

17                                    EFFECTIVE DATE OF AGREEMENT

18            19. This agreement is effective upon signature and execution of  
19 all required certifications by defendant, defendant's counsel, and an  
20 Assistant United States Attorney.

21                                    BREACH OF AGREEMENT

22            20. Defendant agrees that if defendant, at any time after the  
23 signature of this agreement and execution of all required  
24 certifications by defendant, defendant's counsel, and an Assistant  
25 United States Attorney, knowingly violates or fails to perform any of  
26 defendant's obligations under this agreement ("a breach"), the USAO  
27 may declare this agreement breached. All of defendant's obligations  
28 are material, a single breach of this agreement is sufficient for the

1 USAO to declare a breach, and defendant shall not be deemed to have  
2 cured a breach without the express agreement of the USAO in writing.  
3 If the USAO declares this agreement breached, and the Court finds  
4 such a breach to have occurred, then: (a) if defendant has previously  
5 entered a guilty plea pursuant to this agreement, defendant will not  
6 be able to withdraw the guilty plea, and (b) the USAO will be  
7 relieved of all its obligations under this agreement.

8 21. Following the Court's finding of a knowing breach of this  
9 agreement by defendant, should the USAO choose to pursue any charge  
10 that was either dismissed or not filed as a result of this agreement,  
11 then:

12 a. Defendant agrees that any applicable statute of  
13 limitations is tolled between the date of defendant's signing of this  
14 agreement and the filing commencing any such action.

15 b. Defendant waives and gives up all defenses based on  
16 the statute of limitations, any claim of pre-indictment delay, or any  
17 speedy trial claim with respect to any such action, except to the  
18 extent that such defenses existed as of the date of defendant's  
19 signing this agreement.

20 c. Defendant agrees that: (i) any statements made by  
21 defendant, under oath, at the guilty plea hearing (if such a hearing  
22 occurred prior to the breach); (ii) the agreed to factual basis  
23 statement in this agreement; and (iii) any evidence derived from such  
24 statements, shall be admissible against defendant in any such action  
25 against defendant, and defendant waives and gives up any claim under  
26 the United States Constitution, any statute, Rule 410 of the Federal  
27 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
28 Procedure, or any other federal rule, that the statements or any

1 evidence derived from the statements should be suppressed or are  
2 inadmissible.

3 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

4 OFFICE NOT PARTIES

5 22. Defendant understands that the Court and the United States  
6 Probation and Pretrial Services Office are not parties to this  
7 agreement and need not accept any of the USAO's sentencing  
8 recommendations or the parties' agreements to facts or sentencing  
9 factors.

10 23. Defendant understands that both defendant and the USAO are  
11 free to: (a) supplement the facts by supplying relevant information  
12 to the United States Probation and Pretrial Services Office and the  
13 Court, (b) correct any and all factual misstatements relating to the  
14 Court's Sentencing Guidelines calculations and determination of  
15 sentence, and (c) argue on appeal and collateral review that the  
16 Court's Sentencing Guidelines calculations and the sentence it  
17 chooses to impose are not error, although each party agrees to  
18 maintain its view that the calculations in paragraph 11 are  
19 consistent with the facts of this case. While this paragraph permits  
20 both the USAO and defendant to submit full and complete factual  
21 information to the United States Probation and Pretrial Services  
22 Office and the Court, even if that factual information may be viewed  
23 as inconsistent with the facts agreed to in this agreement, this  
24 paragraph does not affect defendant's and the USAO's obligations not  
25 to contest the facts agreed to in this agreement.

26 24. Defendant understands that even if the Court ignores any  
27 sentencing recommendation, finds facts or reaches conclusions  
28 different from those agreed to, and/or imposes any sentence up to the

1 maximum established by statute, defendant cannot, for that reason,  
2 withdraw defendant's guilty plea, and defendant will remain bound to  
3 fulfill all defendant's obligations under this agreement. Defendant  
4 understands that no one -- not the prosecutor, defendant's attorney,  
5 or the Court -- can make a binding prediction or promise regarding  
6 the sentence defendant will receive, except that it will be within  
7 the statutory maximum.

8 NO ADDITIONAL AGREEMENTS

9 25. Defendant understands that, except as set forth herein,  
10 there are no promises, understandings, or agreements between the USAO  
11 and defendant or defendant's attorney, and that no additional  
12 promise, understanding, or agreement may be entered into unless in a  
13 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

26. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

E. MARTIN ESTRADA  
United States Attorney

THOMAS J. MAGAÑA  
Assistant United States Attorney

JEFFREY BAIDA  
Defendant

JAKE CRAMMER  
Attorney for Defendant JEFFREY  
BAIDA


Date

Date

Date

CERTIFICATION OF DEFENDANT

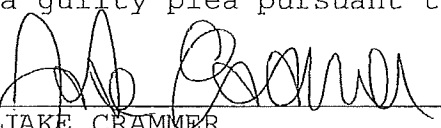
I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

  
JEFFREY BAIDA  
Defendant

10/24/23  
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am JEFFREY BAIDA's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

  
JAKE CRAMMER  
Attorney for Defendant JEFFREY  
BAIDA

10/24/23  
Date